

ORDINANCE C-2-01

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A
CONTRACT TO PURCHASE GROUND AND TO APPROPRIATE \$390,000.00 FROM THE
WEST SIDE STORM SEWER FUND FOR THE CURRENT EXPENSE OF SAID LAND PURCHASE

WHEREAS, the City of Grove City, Ohio has determined it to be in the public interest to acquire a 12.17 acre parcel located at 3005 Demorest Road; and

WHEREAS, it is necessary for Council to approve the appropriation of monies for this project and to authorize the purchase of said property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Administrator is hereby authorized to enter into a purchase contract on behalf of the City of Grove City, Ohio for the purchase of the 12.17± acres located at 3005 Demorest Road. A copy of said Contract is attached hereto as Exhibit "A".

SECTION 2. There is hereby appropriated \$390,000.00 from the unappropriated monies of the West Side Storm Sewer Fund for the Current Expense of Land Purchase.

SECTION 3. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

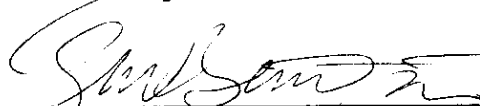
Passed: 1-16-01

Effective: 1-16-01

Attest:

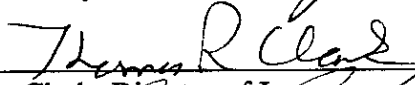
I Certify that this ordinance is correct as to form.

I certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.


Steven M. Bennett, President of Council


Cheryl L. Grossman, Mayor


Tami K. Kelly, CMC/AEE, Clerk of Council


Thomas Clark, Director of Law


Robert E. Behlen, Director of Finance

Exhibit "A"
C-2-01

Real Estate Purchase Contract

The undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, without the services of a realtor or real estate Broker, upon the terms and conditions hereinafter set forth, the following real estate located in the State of Ohio, County of Franklin, and described as follows:

Being the single family residence, structures and lot situated thereon, being 12.17 acres, more or less, commonly known as 3005 Demorest Rd., Grove City, Ohio 43123, (parcel no. 160-001338).

On the following Terms and Conditions:

1. a) Purchase price shall be Three Hundred Ninety Thousand Dollars (\$390,000.00) payable as follows: \$240,000.00 cash to Seller at closing, plus \$150,000.00 cash to Seller upon surrender of possession* to Buyer as provided hereinafter, and in any event on or before January 1, 2003.

* Special Terms For Possession:

- i) Seller may retain possession of said premises as tenant "rent-free" for up to twelve months after the date of closing.
 - ii) Unless Buyer has provided Seller with at least a written notice of intention to take possession and/or to begin construction of the retention pond on said premises at least thirty (30) days prior to the expiration of said initial twelve month rent-free term, then Seller will have the option to retain possession and rent said premises for an additional period through December 31, 2002. In the event that Seller desires to exercise such option and rent said premises for any period ending on or before December 31, 2002, then Seller must first provide notice to Buyer of such exercise and election to rent sometime prior to expiration of the "free-rent" period, and must make payment of rent to Buyer in the amount of \$500.00 per month for each month of possession retained by Seller beyond the initial twelve month rent-free period following closing. Any additional rental arrangement for the premises beyond December 31, 2002 shall be at the sole option of Buyer, and shall be subject to rental terms agreeable to both parties at that time.
 - iii) For any period of time that Seller remains in possession of said premises after the date of closing, then Seller shall be responsible for and pay for all expenses related to said premises, including for insurance, maintenance and utilities; excluding however real estate taxes which shall be prorated through the date of closing as hereinafter provided.
- b) In addition, Seller shall retain an option to repurchase up to approximately 2 acres to be split out of such entire parcel, in an area and location acceptable to

Buyer (Grove City), at a fair market price established by agreement of the parties at the time of purchase; and, if the parties can not then agree on such price, then as established by taking the average of three appraisals, being (1) Seller's appraisal, (2) Buyer's appraisal and (3) an appraisal by an independent appraiser chosen by Buyer and Seller's appraisers or otherwise picked randomly by agreement of the parties. Such repurchase by Seller shall be contingent upon lot split approval by the appropriate County or Township planning authority, at that time.

2. **Deed:** Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, free and clear of all liens and encumbrances not excepted by this contract, and except the following: (None, if nothing inserted.)

3. **Taxes and Assessments:** At closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments which are a lien on the date of contract and all agricultural use tax recoupments for years prior to the year of closing. At closing, Seller shall also pay or credit on the purchase price all other unpaid real estate taxes which are a lien for years prior to closing and a portion of such taxes and agricultural use tax recoupments for year of closing prorated through date of closing and based on a 365 day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc. whether or not certified.

Seller warrants that no improvements or services (site or area) have been installed or furnished, or notification received from public authority, or owner's association of future improvements of which any part of the costs may be assessed against the real estate, except the following: (None, if nothing inserted.)

4. **Fixtures and Equipment:** Seller has the right to remove any or all of the buildings and/or landscaping situated on the premises. The consideration for this purchase shall include any fixtures, equipment and personalty left with said premises upon surrender of possession by Seller.

5. **Property Inspection and Test:** None required.

6. **Title Insurance:** Seller shall furnish and pay the usual and customary expense therefore, an owner's title insurance commitment and policy in the amount of the purchase price, with copy of subdivision or condominium plat. The title evidence shall be certified to within 30 days prior to closing with endorsement as of 8:00 A.M. on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by

Buyer; (b) those specifically set forth in this contract; (c) zoning ordinances; (d) legal highways; and (e) covenants, easements, restrictions and conditions of record which do not unreasonably interfere with the present lawful use. If Buyer desires a survey, Buyer shall pay the cost thereof.

If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standard of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions, or encroachments other than those excepted in this contract, Seller shall within (30) days after written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment or obtain title insurance without exception therefore. At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

7. **Utilities:** Seller shall pay, through date of possession, all accrued utility charges and any other charges that are or may become a lien.

8. **Damage or Destruction of Property:** Risk of loss to the real estate and appurtenances shall be borne by Seller until closing provided that if any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the property, or (b) rescind the contract, and thereby release all parties from liability hereunder, by giving written notice to Seller and Broker within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller and Broker shall constitute an election to proceed with the transaction.

9. **Deposit.** Buyer has deposited with Seller, or Seller's legal counsel, the sum receipted for below, which shall be returned to Buyer, upon Buyer's request, if no contract shall have been entered into. Upon acceptance of this contract by both parties, Seller may deposit such amount in her or her said counsel's trust account to be disbursed as follows: (a) deposit shall be applied on purchase price or returned to Buyer when transaction is closed; (b) if Seller fails or refuses to perform, or any contingency is not satisfied or waived, the deposit shall be returned; (c) if Buyer fails or refuses to perform, this deposit shall be paid to the Seller. The return or payment of such deposit shall not in any way prejudice the rights of Seller or Buyer in any action for damages or specific performance.

10. **Miscellaneous:** Buyer has examined all property involved and, in making this offer, is relying solely upon such examination with reference to the condition, character and size of land and improvements and fixtures, if any. This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Time is of the essence of all provisions of this contract. All representations, covenants and warranties of the parties, contained in this Contract, shall survive the closing.

11. **Closing and Possession:** This Contract shall be performed and this transaction closed on or before _____, 2001, unless the parties agree in writing to an extension.

Seller is entitled to possession rent-free for up to twelve months after closing, and thereafter, under the terms otherwise provided for under "Special Terms For Possession". At the time Seller delivers possession, the property will be in substantially the same condition as the date of acceptance of this contract, except as provided in the Damage and Destruction of Property paragraph, normal wear and tear excepted; and all debris and personal property not included in this contract shall be removed by Seller, or deemed abandoned upon surrender of possession.

13. **Duration of Offer:** This offer is contingent upon acceptance and approval by Ordinance of the City Council as the legislative authority of the City of Grove City, Ohio, as Buyer, and shall be open for acceptance through five calendar days after the effective date of such Ordinance.

The undersigned agrees to accept the foregoing offer.

Buyer acknowledges receipt of a copy of this contract.

The undersigned acknowledges receipt of a copy of this contract.

The City of Grove City, Ohio (Buyer)

(Seller)

(Seller)

Address: _____

Address: 3005 Demorest Rd.
Grove City, Ohio 43123

Phone: _____

Phone: _____

Deed to: The City of Grove City, Ohio

Name of Buyer's Attorney: Stephen J. Bowshier

Seller's Attorney:

Seller acknowledges receipt of the sum of \$ 100.00 by check which shall be held, deposited and disbursed pursuant to the Deposit paragraph.

By: _____